

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement		GRANT NUMBER (FAIN): 98247701		DATE OF AWARD 09/28/2001	
			MODIFICATION NUMBER: 0			
			PROGRAM CODE: V		TYPE OF ACTION New	MAILING DATE 10/05/2001
			PAYMENT METHOD: ASAP		ACH# 0213	
RECIPIENT TYPE: Indian Tribe			Send Payment Request to:			
RECIPIENT: Saint Regis Mohawk Tribe 412 State Route 37 Akwasasne, NY 13655 EIN: 16-1007650			PAYEE: Saint Regis Mohawk Tribe 412 State Route 37 Akwasasne, NY 13655			
PROJECT MANAGER Ken Jock 412 State Route 37 Akwasasne, NY 13655 E-Mail: Phone: 518-358-5937		EPA PROJECT OFFICER Mel Hauptman 290 Broadway New York, NY 10007-1866 E-Mail: hauptman.mel@epamail.epa.gov Phone: 212-637-3952		EPA GRANT SPECIALIST Yvette MarCardona Grants & Contracts Mgt. Branch E-Mail: marcardona.yvette@epamail.epa.gov Phone: 212-637-3409		
PROJECT TITLE AND DESCRIPTION St. Regis Mohawk- Reynolds Metals Study Site (SAA-RA) A Cooperative Agreement to provide funds for support agency assistance activities related to the Remedial Action (RA) at the Reynolds Metals Study Area.						
BUDGET PERIOD 10/01/2001 - 12/31/2002		PROJECT PERIOD 10/01/2001 - 12/31/2002		TOTAL BUDGET PERIOD COST \$75,048.00	TOTAL PROJECT PERIOD COST \$75,048.00	
NOTICE OF AWARD						
<p>Based on your Application dated 08/08/2001 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$75,048. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$75,048. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS Grants and Audit Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866			ORGANIZATION / ADDRESS U.S. EPA, Region 2			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
Digital signature applied by EPA Award Official William J. Muszynski, P. E. - Acting Regional Administrator					DATE 09/28/2001	

V - 98247701 - 0 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 75,048	\$ 75,048
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 0	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 75,048	\$ 75,048

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.802 - Superfund State Site Specific Cooperative Agreements	CERCLA: Sec. 104	40 CFR PTS 31 & 35 SUBPT O

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
REY-RA/SAA	HE0197	01	T	2AHOP	50102D	4185	024DMA01	C002	75,048
									75,048

Budget Summary Page: REYNOLDS SITE - SAA-RA

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$19,750
2. Fringe Benefits	\$7,262
3. Travel	\$2,000
4. Equipment	\$3,500
5. Supplies	\$5,000
6. Contractual	\$28,250
7. Construction	\$0
8. Other	\$5,000
9. Total Direct Charges	\$70,762
10. Indirect Costs: % Base	\$4,286
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$75,048
12. Total Approved Assistance Amount	\$75,048
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$
15. Total EPA Amount Awarded To Date	\$

Administrative Conditions

a. GENERAL CONDITION

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter 1, Subchapter B. The recipient warrants, represents, and agrees that it, and all its contractors, employees and representatives, will comply with all applicable provisions of 40 CFR Chapter 1, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of 40 CFR Part 35 Subpart O.

b. TERMS AND CONDITIONS

1. AUTHORITY

The recipient acknowledges that this Cooperative Agreement has been entered into pursuant to the following authorities and the recipient agrees to comply with the applicable requirements contained in such authorities:

- (a) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").
- (b) 31 U.S.C. Section 6301 et seq.
- (c) 40 CFR Chapter I, Subchapter B including, without limitation, 40 C.F.R. Part 35 Subpart O.
- (d) 40 CFR Chapter I, Subchapter J including, without limitation, 40 C.F.R. Part 300, Subpart F.

2. PROMPT PAYMENT ACT PROVISIONS

In accordance with the Prompt Payment Act, 31 U.S.C. Section 3901 et seq., funds will not be used by the recipient for the payment of interest penalties to contractors when bills are paid late, nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

3. PURPOSE - SUPPORT AGENCY ASSISTANCE ACTIVITIES

The recipient has agreed to conduct the support agency assistance activities covered by this Agreement during the federal-lead response action initiated at the Site. The recipient understands that EPA funding for support agency assistance does not change the contractual relationship between EPA (or, if applicable, any private party conducting the response action subject to EPA oversight) and the response contractor. The recipient may not direct work of EPA (or, if applicable, any private party conducting the response action subject to EPA oversight) and/or its response contractors and subcontractors.

EPA execution of this Cooperative Agreement is not intended to, nor does it, constitute any agreement or commitment by EPA, either express or implied, to provide any additional federal funds for any future activities relating to the Site.

4. PARTIES' REPRESENTATIVES

- (a) EPA has designated Mel Hauptman, Emergency and Remedial Response Division, United States Environmental Protection Agency, Region 2, 290 Broadway, New York,

New York, 10007-1866, (212) 637-3952 to serve as EPA Project Officer for this Cooperative Agreement.

- (b) The recipient has designated Mr. Ken Jock, St. Regis Mohawk Tribe, Environmental Division, 412 State Route 37, Akwesasne, New York 13655, (518) 358-5937, to serve as the state Project Officer for the Cooperative Agreement.

5. SITE ACCESS

- (a) EPA will attempt to obtain Site access (or, if applicable, to require access to be secured by any private party performing the response action subject to EPA oversight). Notwithstanding the foregoing, the recipient is responsible for obtaining Site access for EPA, its representatives, and its contractors, as well as any interests in land necessary to complete the response actions for which support agency assistance is provided hereunder.
- (b) With advance notice to the EPA Project Officer, and in compliance with a Site safety plan, employees or other representatives of the recipient shall have access to the Site to review work in progress or to perform activities in connection with enforcement or cost recovery actions related to the Site.
- (c) EPA shall have no liability for any harm to any person whether or not caused by acts or omissions of any representatives of EPA during the course of any access to the Site by the recipient or anyone deriving or claiming right of access through the recipient and the recipient agrees to inform all such persons of this provision.

6. INFORMATION REGARDING THE SITE

- (a) At EPA's request and to the extent allowed by state law, the recipient shall make available to EPA any information in its possession concerning the Site. At the request of EPA, representatives of the recipient will meet with EPA to discuss the progress of the projects and exchange Site information.
- (b) Unless otherwise required by applicable state or federal law, any information which may potentially affect present or planned enforcement actions or investigations shall not be released to the public by the recipient unless approved by both EPA's Region II Office of Regional Counsel and New York State Department of Law. The recipient shall notify EPA of all such information publicly released by it.
- (c) The recipient shall advise EPA of all enforcement actions taken or to be initiated by it regarding the Site.

7. THIRD PARTIES

- (a) This Cooperative Agreement is intended to benefit only the recipient and EPA. It extends no benefit or right to any third party not a signatory to this Cooperative Agreement.
- (b) Nothing contained in this Cooperative Agreement shall create or be interpreted or construed to result in:
 - (i) any liability to the recipient or to the United States for loss resulting from bodily injury or property damage to any third party for acts or omissions in connection with the Site or this Cooperative Agreement;
 - (ii) the waiver of any of rights or immunities provided by law to the recipient or EPA;

- (iii) any obligation or responsibility by the recipient or EPA to any third party by way of contract or otherwise;
- (iv) the waiver of any right of EPA to recover any costs pursuant to CERCLA or otherwise to enforce the provisions of CERCLA or any other law against any third party;
- (v) the waiver of any right of the recipient to enforce any applicable law against any third party.

8. DISCLAIMER OF AGENCY RELATIONSHIP

Nothing contained in this Cooperative Agreement shall be construed to create, either expressly or by implication, the relationship of agency between the recipient and EPA.

9. AMENDMENTS

Any change in this Cooperative Agreement must be agreed to by both parties in writing.

10. DRAWDOWNS UNDER ASAP

(a) When a drawdown occurs under the ASAP, the recipient will drawdown according to the appropriate EPA account number, and the drawdown amount applicable to each site/activity account and operable unit (as applicable).

(b) When funds for a specific activity/operable unit (as applicable) have been exhausted but the work under the activity/operable unit has not been completed, the recipient will not draw down from another activity/operable unit or site account without written permission from EPA and amendment of this cooperative agreement.

(c) Funds remaining in an account after completing an activity/operable unit (as applicable) shall be returned to EPA or, with written permission from EPA and amendment of this cooperative agreement, may be applied to another activity/operable unit or site.

(d) When an activity/operable unit (as applicable) is completed, the recipient will submit a Financial Status Report (SF-269) within 90 days to the EPA Grants Officer.

(e) The recipient will also submit the SF-269 within 90 days after the close of each budget period. If the budget period is longer than one year the report will be submitted annually, based on the State fiscal year.

11. ANTILOBBYING AND LOBBYING CERTIFICATION

In accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the recipient agrees that it will not use project funds, including the Federal and non-Federal share, to engage in lobbying the Federal Government or in litigation against the United States. The recipient also agrees to provide the information mandated by EPA's annual appropriations acts for fiscal year 2000 and fiscal year 2001 (PL 106-74, §426 and PL 106-377, §424 respectively) which require as follows: 'A chief executive officer of any entity receiving funds under this Act shall certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.' The recipient may satisfy this certification requirement in any reasonable manner. The certification must be submitted to EPA after all grant funds have been expended.

12. USE OF RECYCLED PAPER

Pursuant to EPA Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to the Agency. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

13. UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS ("SBRAs")

In accordance with Section 129 of Public Law 100-590 (i.e., Small Business Act amendments) the recipient agrees and is required to utilize the following affirmative steps if a contract is awarded under this assistance agreement:

- (a) Placing SBRAs on solicitation lists;
- (b) Assuring that SBRAs are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- (d) Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- (e) Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- (f) Requiring the contractor to take the affirmative steps listed in (a) through (e) above if subcontracts are awarded.

14. EQUIPMENT

No equipment with a unit cost \geq \$5,000 shall be purchased with funds awarded in this agreement until the recipient has submitted to the EPA Grants Office, and the EPA Grants Office has approved in writing, the lease vs. buy analysis required by the regulations.

15. DISADVANTAGED BUSINESS ENTERPRISE FAIR SHARE REQUIREMENTS

The recipient agrees to follow the six affirmative steps stated in 40 CFR 31.36(e), 35.3145(d), 30.44(b) or 35.6580, as appropriate, and to require its prime contractor to follow these affirmative steps if it awards subcontracts; the recipient also agrees to retain records documenting compliance.

The six affirmative steps contained in 40CFR 31.36(e) are as follows:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in i-v above

The recipient agrees to submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to Otto Salamon, the Region 2 MBE/WBE Coordinator, Grants and Contracts Management Branch, 290 Broadway, New York, New York 10007 within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30 and October 30). For assistance awards for continuing environmental programs, the recipient agrees to submit an EPA Form 5700-52A to the MBE/WBE Coordinator by October 30 each year.

In accordance with Section 129 of Public Law 100-590, the Small Business Administration and Reauthorization and Amendment Act of 1988, the recipient agrees to utilize and to encourage any prime contractors under the assistance agreement to utilize small businesses located in rural areas to the maximum extent possible through the use of the six affirmative steps.

16. INDIRECT COST

The recipient will submit the negotiated indirect cost rate agreement, when approved, for the period(s) covered in this award document, to the EPA Region II Grants Office. Indirect costs charged to this Cooperative Agreement shall be in accordance with the approved indirect cost rate agreement.